

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

April 12, 1999

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RECORDATION NO. 7915-E

FILED

MAY 4 '99

12-30PM

Dear Mr. Williams:

Enclosed are two (2) originals of the Assignment and Assumption Agreement ("**Agreement**") dated as of March 26, 1999 between the following parties:

"Assignor": The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, NY 10036

"Assignee": Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

The equipment involved in this transaction is as follows:

Equipment: See attached Schedule A to the Agreement.

Please file this Agreement as a supplementary document to Recordation No. 7915 filed on May 2, 1975 and return one (1) stamped original to my attention. A check covering the filing fee of twenty-six dollars (\$26.00) is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

ASSIGNMENT AND ASSUMPTION AGREEMENT MAY 4 '99 12-30PM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated March 26, 1999 ("Closing Date"), by and between THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation ("Assignor") and HELM FINANCIAL CORPORATION, a California corporation ("Assignee").

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of that certain Agreement of Purchase and Sale dated as of March 25, 1999, between Assignor and Assignee ("Agreement") the Assignor desires to assign to Assignee all of its rights under the Long-Term Lease of Railroad Equipment No. 1 dated as of December 23, 1974, as amended and supplemented ("Lease"), between Assignor, (f.k.a. C.I.T. Corporation, as assignee of C.I.T. Financial Services, Inc., and Ohio Power Company ("Lessee") pertaining to the railcars described on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby forever and irrevocably assigns, transfers and sets over to the Assignee all of its right, title and interest in and to the Lease, subject to no liens, security interests or other encumbrances; provided, however, that the Assignor retains and does not assign to the Assignee, the following rights: (a) the right to payment of (i) all rents and all other amounts due and payable under the Lease for all rental periods ending on or prior to April 2, 1999 subject to the proration set forth in Subsection 2.A of the Agreement, and (ii) the right to the payment of indemnities and liability insurance proceeds which are now or hereafter payable to the Assignor for its own account under the Lease, in respect of any claims against the Assignor relating to periods ending on or prior to March 26, 1999, and (b) the right to enforce payment of the amounts referred to in the foregoing clause (a) of this paragraph without cost or expense to the Buyer.

2. Assumption. Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Assignor under the Lease, to the extent such obligations and liabilities first arise after March 26, 1999.

3. Further Assurances. At the request of Assignee and without further consideration, the Assignor shall execute and deliver such additional instruments of transfer and will take such other action as Assignee may reasonably request in order to more effectively carry out the transactions contemplated in this Assignment.

4. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

24


5. **Binding Effect.** This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties pursuant to due corporate authority have executed this Assignment and Assumption Agreement through their authorized representatives as of the date first above written.

ASSIGNOR:

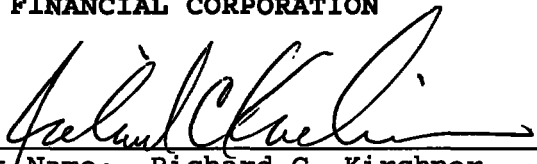
THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: 
Print Name: Lawrence E. Littlefield
Title: Vice President


1211 Avenue of the Americas
New York, NY 10036

ASSIGNEE:

HELM FINANCIAL CORPORATION

By: 
Print Name: Richard C. Kirchner
Title: President

One Embarcadero Center, Suite 3700
San Francisco, CA 94111

By 

SCHEDULE A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Equipment Description:

Two hundred fourteen (214), 100-ton, 4,000 cubic foot capacity, open top steel coal hopper railcars; built by Bethlehem Steel Corporation in 1974.

| Unit Number | | | Unit Number | | | Unit Number | | | Unit Number | | |
|-------------|------|------|-------------|------|------|-------------|------|------|-------------|------|------|
| 1 | AEPX | 1124 | 55 | AEPX | 1200 | 109 | AEPX | 1310 | 163 | AEPX | 1425 |
| 2 | AEPX | 1125 | 56 | AEPX | 1201 | 110 | AEPX | 1311 | 164 | AEPX | 1427 |
| 3 | AEPX | 1127 | 57 | AEPX | 1202 | 111 | AEPX | 1317 | 165 | AEPX | 1428 |
| 4 | AEPX | 1129 | 58 | AEPX | 1203 | 112 | AEPX | 1320 | 166 | AEPX | 1429 |
| 5 | AEPX | 1131 | 59 | AEPX | 1204 | 113 | AEPX | 1321 | 167 | AEPX | 1431 |
| 6 | AEPX | 1132 | 60 | AEPX | 1205 | 114 | AEPX | 1323 | 168 | AEPX | 1433 |
| 7 | AEPX | 1133 | 61 | AEPX | 1207 | 115 | AEPX | 1324 | 169 | AEPX | 1434 |
| 8 | AEPX | 1137 | 62 | AEPX | 1208 | 116 | AEPX | 1325 | 170 | AEPX | 1436 |
| 9 | AEPX | 1138 | 63 | AEPX | 1210 | 117 | AEPX | 1326 | 171 | AEPX | 1438 |
| 10 | AEPX | 1139 | 64 | AEPX | 1211 | 118 | AEPX | 1331 | 172 | AEPX | 1442 |
| 11 | AEPX | 1140 | 65 | AEPX | 1212 | 119 | AEPX | 1333 | 173 | AEPX | 1443 |
| 12 | AEPX | 1143 | 66 | AEPX | 1214 | 120 | AEPX | 1335 | 174 | AEPX | 1444 |
| 13 | AEPX | 1144 | 67 | AEPX | 1215 | 121 | AEPX | 1337 | 175 | AEPX | 1445 |
| 14 | AEPX | 1145 | 68 | AEPX | 1216 | 122 | AEPX | 1338 | 176 | AEPX | 1446 |
| 15 | AEPX | 1148 | 69 | AEPX | 1217 | 123 | AEPX | 1340 | 177 | AEPX | 1447 |
| 16 | AEPX | 1149 | 70 | AEPX | 1218 | 124 | AEPX | 1341 | 178 | AEPX | 1448 |
| 17 | AEPX | 1150 | 71 | AEPX | 1219 | 125 | AEPX | 1345 | 179 | AEPX | 1452 |
| 18 | AEPX | 1151 | 72 | AEPX | 1222 | 126 | AEPX | 1348 | 180 | AEPX | 1453 |
| 19 | AEPX | 1152 | 73 | AEPX | 1224 | 127 | AEPX | 1351 | 181 | AEPX | 1454 |
| 20 | AEPX | 1153 | 74 | AEPX | 1225 | 128 | AEPX | 1353 | 182 | AEPX | 1455 |
| 21 | AEPX | 1154 | 75 | AEPX | 1227 | 129 | AEPX | 1354 | 183 | AEPX | 1456 |
| 22 | AEPX | 1155 | 76 | AEPX | 1228 | 130 | AEPX | 1356 | 184 | AEPX | 1457 |
| 23 | AEPX | 1158 | 77 | AEPX | 1229 | 131 | AEPX | 1358 | 185 | AEPX | 1458 |
| 24 | AEPX | 1160 | 78 | AEPX | 1230 | 132 | AEPX | 1359 | 186 | AEPX | 1460 |
| 25 | AEPX | 1161 | 79 | AEPX | 1231 | 133 | AEPX | 1360 | 187 | AEPX | 1461 |
| 26 | AEPX | 1163 | 80 | AEPX | 1234 | 134 | AEPX | 1361 | 188 | AEPX | 1463 |
| 27 | AEPX | 1164 | 81 | AEPX | 1237 | 135 | AEPX | 1363 | 189 | AEPX | 1464 |
| 28 | AEPX | 1165 | 82 | AEPX | 1239 | 136 | AEPX | 1369 | 190 | AEPX | 1465 |
| 29 | AEPX | 1166 | 83 | AEPX | 1240 | 137 | AEPX | 1370 | 191 | AEPX | 1467 |
| 30 | AEPX | 1167 | 84 | AEPX | 1241 | 138 | AEPX | 1372 | 192 | AEPX | 1469 |
| 31 | AEPX | 1168 | 85 | AEPX | 1244 | 139 | AEPX | 1378 | 193 | AEPX | 1471 |
| 32 | AEPX | 1169 | 86 | AEPX | 1245 | 140 | AEPX | 1381 | 194 | AEPX | 1472 |
| 33 | AEPX | 1170 | 87 | AEPX | 1246 | 141 | AEPX | 1383 | 195 | AEPX | 1473 |
| 34 | AEPX | 1172 | 88 | AEPX | 1249 | 142 | AEPX | 1385 | 196 | AEPX | 1474 |
| 35 | AEPX | 1174 | 89 | AEPX | 1252 | 143 | AEPX | 1386 | 197 | AEPX | 1475 |
| 36 | AEPX | 1175 | 90 | AEPX | 1254 | 144 | AEPX | 1389 | 198 | AEPX | 1476 |
| 37 | AEPX | 1176 | 91 | AEPX | 1257 | 145 | AEPX | 1391 | 199 | AEPX | 1477 |
| 38 | AEPX | 1179 | 92 | AEPX | 1259 | 146 | AEPX | 1392 | 200 | AEPX | 1483 |
| 39 | AEPX | 1183 | 93 | AEPX | 1262 | 147 | AEPX | 1393 | 201 | AEPX | 1484 |
| 40 | AEPX | 1184 | 94 | AEPX | 1263 | 148 | AEPX | 1394 | 202 | AEPX | 1485 |
| 41 | AEPX | 1185 | 95 | AEPX | 1264 | 149 | AEPX | 1396 | 203 | AEPX | 1486 |
| 42 | AEPX | 1186 | 96 | AEPX | 1268 | 150 | AEPX | 1398 | 204 | AEPX | 1487 |
| 43 | AEPX | 1187 | 97 | AEPX | 1270 | 151 | AEPX | 1399 | 205 | AEPX | 1488 |
| 44 | AEPX | 1188 | 98 | AEPX | 1273 | 152 | AEPX | 1400 | 206 | AEPX | 1490 |
| 45 | AEPX | 1189 | 99 | AEPX | 1276 | 153 | AEPX | 1401 | 207 | AEPX | 1491 |
| 46 | AEPX | 1191 | 100 | AEPX | 1278 | 154 | AEPX | 1404 | 208 | AEPX | 1492 |
| 47 | AEPX | 1192 | 101 | AEPX | 1287 | 155 | AEPX | 1410 | 209 | AEPX | 1494 |
| 48 | AEPX | 1193 | 102 | AEPX | 1289 | 156 | AEPX | 1411 | 210 | AEPX | 1495 |
| 49 | AEPX | 1194 | 103 | AEPX | 1290 | 157 | AEPX | 1412 | 211 | AEPX | 1496 |
| 50 | AEPX | 1195 | 104 | AEPX | 1291 | 158 | AEPX | 1414 | 212 | AEPX | 1497 |
| 51 | AEPX | 1196 | 105 | AEPX | 1292 | 159 | AEPX | 1415 | 213 | AEPX | 1498 |
| 52 | AEPX | 1197 | 106 | AEPX | 1298 | 160 | AEPX | 1420 | 214 | AEPX | 1499 |
| 53 | AEPX | 1198 | 107 | AEPX | 1304 | 161 | AEPX | 1422 | | | |
| 54 | AEPX | 1199 | 108 | AEPX | 1307 | 162 | AEPX | 1424 | | | |

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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) S.S.
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On this 31st day of March, 1999, before me, Matthew M. Ogburn, personally appeared Richard C. Kirchner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Matthew M. Ogburn
Notary Public

[Notarial Seal]



STATE OF NEW YORK
COUNTY OF NEW YORK

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) S.S.
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On this 26th day of March, 1999, before me, Barbara Garner, personally appeared Lawrence E. Littlefield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara Garner
Notary Public

[Notarial Seal]

BARBARA GARNER
Notary Public, State of New York
No. 01GA5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2000